850 D

Interstate Commerce Commission Washington, D. C.

11889 RECORDATION NO.....Filed 1425

JUN 14 1980 - 2 15 PM

Gentlemen:

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20c of the Interstate Commerce Act) are the original and twelve counterparts of a Reconstruction Agreement Deed dated as of January 15, 1980.

A general description of the railroad equipment covered by the enclosed document is set forth in Schedules A and B attached to this letter and made a part hereof.

The names and addresses of the parties are:

Owner:

The Connecticut Bank and Trust Company

One Constitution Plaza

Hartford, Connecticut 06115

Builder:

Illinois Central Gulf Railroad Company

Two Illinois Center

233 North Michigan Avenue Chicago, Illinois 60601

The undersigned is the Owner mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and ten copies of the Reconstruction Agreement to Gary L. Green, Chapman and Cutler, lll West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$50.00 covering the required recording fee.

0-162A069

1 0 1980

Fee \$ 50.00

CC Washington, C. C.

Very truly yours,

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee

By

ASSIS

SSISTANT VICE PRESIDENT

OWNER AS AFORESAID

Enclosures

NECENED PHICON BR.

Kapaller

Clear Line I.

DESCRIPTION OF EQUIPMENT PRIOR TO REBUILDING

70-Ton 50 Foot Box

| √GMO 55309 330 331 339 365 382 397 401 549 572 57015 022 034 | 57068 069 126 133 135 174 233 240 248 256 266 281 |
|--|---|
| ICG 567656 674 677 709 750 769 822 591008 021 030 032 148 254 | 591295 562479 517 537 552 621 623 737 778 784 851 590641 |
| IC 12158 335 348 353 399 421 423 471 486 490 510 | 12521 524 532 563 614 12722 736 769 791 810 |

70-Ton Pulpwood

| GMO | 3556 86 3625 | IC 63437 482. 1877 | |
|-----|-------------------------|--------------------------|-------|
| | 53 58 62 | 12 | Total |
| | 67 3709 <u>46</u> | · | |

70-Ton RBL

| GMO | 1204 08 19 22 37 39 91 93 94 1305 18 20 | IC | 49603 609 612 613 634 644 673 680 692 7065 718 | |
|-----|--|----|--|-------|
| | | | 28 | Total |

100-Ton Covered Hoppers

| GMO | 81054 | IC 56157 | ICG | 745273 | |
|-----|-------|----------|-----|--------|-------|
| | 091 | 158 | | 728005 | |
| | | 170 | | 031 | |
| | | 199 | | 036 | |
| | | 215 | • | | |
| | | 56385 | | 20 | Total |
| | | 396 | | | |
| | | 455 | | | |
| | | 461 | | | |
| | • | 56821 | | | |
| | | 833 | • | | |
| | | 897 | | | |
| | | 998 | | | |
| | | 745384 | | | |

DESCRIPTION OF EQUIPMENT FOLLOWING REBUILDING

70-Ton 50 Foot Box

| 1CG 567609 630 631 639 665 682 697 701 849 872 656 674 677 709 750 769 822 | 133 135 174 233 240 248 256 266 281 008 021 030 | 591148 254 295 562458 635 648 653 699 721 723 771 786 790 810 821 824 832 863 | 562914 479 517 537 552 621 623 737 778 784 851 590522 536 569 591 610 | |
|--|--|--|--|-------|
| | | | 71 | Total |

70-Ton Pulpwood

12 Total

70-Ton RBL

| ICG 150104 108 119 122 132 137 139 191 193 194 205 218 220 603 | 150609 612 613 634 641 643 644 673 680 692 706 725 655 | |
|---|--|-------|
| • | 28 | Total |

100-Ton Covered Hoppers

```
1CG 765604
641
764457
458
470
499
515
755085
096
155
161
764621
633
697
798
745273
384
728005
031
036
```

Interstate Commerce Commission Washington, D.C. 20423

6/10/30

OFFICE OF THE SECRETARY

Gary L. Creen Chapman & Cuilor 111 West Morroe Street Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act,49 U.S.C. 11303, on 6/10/80 at 2:15 m., and assigned rerecordation number(s). 11059,11890,11891

Sincerely yours,

Agatha L. Mergenovich
Secretary

Enclosure(s)

11889

RECORDATION NO. Filed 1425

JUN 10 1980 🕾 15 PM

INTERSTATE COMMERCE COMMISSION

Matter No. 32748 Execution Copy

RECONSTRUCTION AGREEMENT

Dated as of January 15, 1980

Between

ILLINOIS CENTRAL GULF RAILROAD COMPANY

REBUILDER

and

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee under I.C.G. Trust No. 80-2

OWNER

(I.C.G. Trust No. 80-2) (131 Rebuilt Freight Cars)

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<u>Attachment to Reconstruction Agreement:</u>

Schedule A - Description of Equipment

RECONSTRUCTION AGREEMENT

THIS RECONSTRUCTION AGREEMENT dated as of January 15, 1980 is between ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation (the "Rebuilder") and THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, not individually but solely as Trustee (the "Owner") under a Trust Agreement dated as of January 15, 1980 (the "Trust Agreement") with Twenty-Second HFC Leasing Corporation (the "Trustor").

RECITALS:

- A. The Owner and the Rebuilder have entered into a Participation Agreement dated as of January 15, 1980 (the "Participation Agreement").
- B. Pursuant to a Hulk Purchase Agreement dated as of January 15, 1980 (the "Hulk Purchase Agreement") between the Owner and IC Leasing, Inc. (the "Seller"), the Owner has agreed to purchase certain items of railroad rolling stock described in Schedule A hereto (collectively the "Hulks" and individually a "Hulk") which are to be reconstructed by the Rebuilder in accordance with the Owner's specifications therefor set forth in Annex I of Schedule A hereto (hereinafter, with such modifications therein as may be approved by the parties hereto, called the "Specifications"), and the Owner proposes to pay for such reconstruction of the Hulks at the price, in the manner and upon the terms and conditions hereinafter provided.
- C. Pursuant to an Equipment Lease dated as of January 15, 1980 (the "Lease") the Owner will, upon completion of the reconstruction of a Hulk (such reconstructed Hulk being herein called an "Item of Equipment" and collectively the "Equipment"), lease, as lessor, the Item of Equipment to the Rebuilder, as lessee.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter set forth, the Owner and the Rebuilder hereby agree as follows:

SECTION 1. RECONSTRUCTION OF THE EQUIPMENT.

The Rebuilder agrees (i) to reconstruct the Hulks, in accordance with the Specifications, for the Owner, (ii) to number and mark each Item of Equipment with the road numbers specified with respect thereto in the Lease, (iii) to cause each Item of Equipment to be plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting color upon each Item of Equipment in letters not less than one inch in height with the words "Leased from a Bank or Trust Company, as Trustee, and Subject to a Security Interest Recorded with the I.C.C.", and (iv) to deliver the Equipment to the Owner, as and when so

reconstructed, marked and numbered, all for the Reconstruction Cost provided in Section 5 hereof. The Rebuilder warrants to the Owner that the design, quality and component parts of the Equipment as so reconstructed will conform to all applicable laws, United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any, and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable to railroad equipment of the character of the Equipment as so reconstructed as of the date of this Agreement, provided, however, that if any such requirements, specifications or standards are promulgated or amended prior to the Closing Date (hereinafter defined), the Reconstruction Cost of the Equipment affected thereby may be appropriately adjusted by written agreement of the Rebuilder and the Owner, subject to the limitations of Section 5 hereof.

SECTION 2. TIME AND PLACE OF DELIVERY.

The Owner will deliver the Hulks, or cause the Hulks to be delivered, to the Rebuilder at the plants of the Rebuilder located at the rebuilding sites identified in Schedule A hereto. The Rebuilder will deliver the reconstructed Equipment to the Owner for acceptance in the manner provided in Section 4 hereof with freight charges, if any, prepaid by the Rebuilder at the delivery point or points mutually agreed upon by the Owner and the Rebuilder from time to time following the execution and delivery of this Agreement, but such delivery and acceptance for each Item of Equipment shall take place prior to the Outside Delivery Date provided in Section 3 hereof. The Rebuilder agrees that it will not accept for reconstruction, nor commence any reconstruction of, any Hulk if (i) the Rebuilder does not reasonably anticipate that such Hulk will be fully reconstructed prior to the Outside Delivery Date provided in Section 3 hereof, (ii) an Event of Default under the Lease, or an event which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default thereunder, shall have occurred, (iii) there shall have been commenced any proceeding or there shall have been filed any petition under the Federal or any local bankruptcy or insolvency laws by or against the Rebuilder or any of its property, (iv) the Owner is no longer obligated under the terms of the Hulk Purchase Agreement to accept delivery of and to pay for any additional Hulks thereunder for any of the reasons therein provided, or (v) the Owner or any Participant (as defined in the Participation Agreement) shall have delivered written notice to the Rebuilder that any of the conditions contained in Sections 4.1 through 4.6 of the Participation Agreement have not been satisfied or waived.

SECTION 3. OUTSIDE DELIVERY DATE.

The Rebuilder agrees that all Items of Equipment will be reconstructed and delivered prior to December 31, 1980 (the "Outside Delivery Date"). The Rebuilder's obligations to so

reconstruct and deliver shall be absolute and unconditional, regardless of any events which might otherwise be deemed to constitute force majeure. In the event that the Rebuilder fails to perform such obligations, Section 11 hereof shall apply.

SECTION 4. INSPECTION AND ACCEPTANCE.

The Owner agrees that acceptance by an authorized representative of the Rebuilder, as lessee, of a reconstructed Item of Equipment under the Lease shall constitute acceptance of such Item by the Owner hereunder. From the time any Item of Equipment is delivered to the Rebuilder until such delivery of the reconstructed Item of Equipment, the responsibility and risk of loss with respect thereto shall be borne by the Rebuilder.

SECTION 5. PAYMENT FOR RECONSTRUCTION OF EQUIPMENT.

The Reconstruction Cost for each Item of Equipment shall be the amount set forth on Schedule A hereto for such Item of Equipment. The Reconstruction Cost for each Item of Equipment shall be set forth in an invoice covering the respective Items furnished by the Rebuilder to the Owner on or prior to the Equipment Closing Date (as defined in the Participation Agreement) on which the Reconstruction Cost thereof is to be paid by the Owner, which invoice shall be accompanied by an opinion of the Rebuilder to the effect that the Reconstruction Cost of the Items of Equipment covered thereby plus the Purchase Price (as defined in the Hulk Purchase Agreement) of the reconstructed Hulks covered by that invoice does not exceed the fair market value of such Items of Equipment. Subject to the fulfillment of the conditions provided therefor in the Participation Agreement, payment of the Reconstruction Cost for each Item of Equipment shall be made to the Rebuilder on the Equipment Closing Date therefor under the Participation Agreement by wire transfer of immediately available funds to such bank located in the United States as the Rebuilder shall designate to the Owner in writing.

SECTION 6. RECONSTRUCTION WARRANTY.

The Rebuilder warrants that the Hulks will be reconstructed in accordance with the Specifications and warrants the reconstructed Items of Equipment will be free from defects in material, work-manship and design under normal use and service, the obligation of the Rebuilder under this Section 6 being limited to making good at its plant any part or parts of any reconstructed Item of Equipment, which shall, within one year after the delivery of such reconstructed Item of Equipment to the Owner, be returned to the Rebuilder with transportation charges prepaid, and which upon examination by the Rebuilder, shall disclose to its satisfaction to have been thus defective. This warranty is expressly in lieu

of all other warranties (other than warranties of subcontractors and suppliers which are hereby assigned to the Owner), expressed or implied, and of all other obligations or liabilities on the part of the Rebuilder except as herein provided, and the Rebuilder neither assumes nor authorizes any person to assume for it any other liability in connection with the reconstruction of the Equipment and delivery of the reconstructed Equipment except as aforesaid. The Rebuilder further agrees with the Owner that the acceptance of any reconstructed Item of Equipment hereunder shall not be deemed a waiver by the Owner of any of its rights under this Section.

SECTION 7. REPRESENTATION AND WARRANTY AS TO TITLE.

The Rebuilder represents that upon completion of the reconstruction of each Item of Equipment hereunder, at the time of delivery and acceptance by the Rebuilder of such Item as lessee under the Lease, such Item will be free and clear of all liens and encumbrances of persons claiming by, through or under the Rebuilder, other than the right of the Rebuilder to be paid the Reconstruction Cost for such Item as herein provided. The Rebuilder further warrants that it will pay and discharge any and all claims arising by, through or under the Rebuilder which might constitute or become a lien or charge upon such Item unless the Rebuilder shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Owner to such Item. The Rebuilder's obligations under this Section 7 shall survive the completion of reconstruction and payment for the Equipment as provided herein.

SECTION 8. REBUILDER'S INDEMNITY.

The Rebuilder hereby agrees to indemnify and hold the Owner in both its individual and fiduciary capacities and the Trustor and their respective successors, assigns, directors, officers and agents harmless from and against any and all losses, claims, liabilities and expenses which arise out of or relate to the ownership of any Hulk during the period of reconstruction thereof or the reconstruction of such Hulk or any testing or other processing of such Hulk prior to acceptance by the Rebuilder of such reconstructed Hulk as lessee under the Lease (including claims for patent, trademark or copyright infringement in connection with the reconstruction of such Hulk as provided herein and claims for strict liability in tort).

SECTION 9. INSURANCE.

The Rebuilder will at all times while it is engaged in reconstruction of Hulks under this Agreement and until all such

reconstructed Hulks have been delivered to the Owner, at its own expense, cause the Hulks to be insured, both as to public liability and casualty insurance, all in the same manner and to the same extent as if such Hulks were subject to the insurance provisions of Section 11 of the Lease, and evidence thereof shall be furnished as provided in the Lease.

SECTION 10. OWNER'S AND TRUSTOR'S RIGHT OF INSPECTION.

During reconstruction, including, without limitation, all phases of fabrication and assembly, the Hulks and all work thereon shall be subject to inspection and approval by the Owner and the Trustor; provided, however, that any inspection or failure to inspect by the Owner or the Trustor shall not affect any of their respective rights hereunder. The Rebuilder shall grant to the authorized inspectors of the Owner and the Trustor access to all portions of its plants where Hulks are being reconstructed. The authorized inspectors of the Owner may be employees of the Lessee.

SECTION 11. FAILURE TO RECONSTRUCT.

If and to the extent that any Hulks are not reconstructed and accepted pursuant to this Reconstruction Agreement and the Lease on or before December 31, 1980 (the "Non-completed Hulks"), the Rebuilder agrees, as agent for the Owner, to sell the Noncompleted Hulks to a party other than the Seller or any affiliate of the Seller, on or before February 1, 1981, at the highest cash price obtainable. On February 1, 1981, the Rebuilder will pay to the Owner the net proceeds from such sale and, if such net proceeds are less than the Purchase Price of the Non-completed Hulks plus interest on the Purchase Price of the Non-completed Hulks at the rate of 13% per annum for the period from and including the date of purchase of such Non-completed Hulks to but not including February 1, 1981, the Rebuilder will, as liquidated damages for failure to complete the reconstruction of the Non-completed Hulks as provided in this Reconstruction Agreement, pay to the Owner on February 1, 1981, an amount equal to the difference. Owner agrees to furnish to the Rebuilder all such bills of sale, without recourse or warranty, as shall be reasonably required to enable the Rebuilder to effect the sale of the Non-completed Hulks for the account of the Owner as aforesaid.

SECTION 12. LIMITATIONS ON LIABILITY.

Anything herein to the contrary notwithstanding, the Owner shall have no obligation to pay for the reconstruction of the Equipment unless funds sufficient for such purposes have been advanced by the Trustor and the Security Trustee. Each and all of the representations, warranties, undertakings and agreements herein made on the part of the Owner are made and intended not

as personal representations, warranties, undertakings and agreements by The Connecticut Bank and Trust Company for the purpose or with the intention of binding it personally but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement and this Reconstruction Agreement is executed and delivered by the said bank not in its own right but solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and except in the case of wilful misconduct or gross negligence by said bank or the Trustor, as the case may be, no personal liability or personal responsibility is assumed hereunder by or shall at any time be enforceable against the said bank or the Trustor, as the case may be, on account of any representation, warranty, undertaking or agreement hereunder of the Owner or the Trustor, as the case may be, either expressed or implied, all such personal liability (except as aforesaid), if any, being expressly waived by the Rebuilder and by all persons claiming by, through or under the Rebuilder; provided, however, that the Rebuilder or any person claiming by, through or under it, making claim hereunder, may look to said Trust Estate for satisfaction of the same.

SECTION 13. NOTICES.

Any notice to be given by either party hereto to the other shall be in writing and shall be deemed to have been duly given when delivered personally or otherwise actually received at the following addresses:

If to the Rebuilder:

Illinois Central Gulf Railroad

Company

Two Illinois Center

233 North Michigan Avenue Chicago, Illinois 60601 Attention: Treasurer

If to the Owner:

The Connecticut Bank and Trust Company

One Constitution Plaza

Hartford, Connecticut 06115

Attention: Corporate Trust Department

(With copies to the Trustor at its address specified in the Participation Agreement)

or at such other address as such party shall hereafter furnish to the other party in writing.

SECTION 14. SUCCESSORS AND ASSIGNS.

References to any party herein shall be deemed to include the successors and assigns of such party; provided, however,

that no assignment by the Rebuilder or any assignee thereof shall subject any assignee to, or relieve the Rebuilder from, any of the obligations of the Rebuilder hereunder. Each party hereto may conclusively assume that there has been no assignment of the other party's rights under this Agreement unless and until it shall have been notified in writing of any such assignment by such assignor.

SECTION 15. LAW GOVERNING.

This Reconstruction Agreement shall be construed in accordance with the laws of the State of Illinois.

SECTION 16. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

Ву

Its Vice President

(Seal)

Attest:

Assistant Secretary

THE CONNECTICUT BANK AND TRUST

COMPANY, as Trustee under

Officer

I.C.G. Trust No._80-2

B⋪

Its Authorized

OWNER

REBUILDER

(Seal)

Attest/

Corporate Trust Officer

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

Notary Public

[NOTARIAL SEAL]

My commission expires:

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 2ND day of JUNE, 1980, before me personally appeared D.N.MELINO, to me personally known, who being by me duly sworn, says that he is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation,

Notary Public

[NOTARIAL SEAL]

My commission expires: NOV 23 1980

DESCRIPTION OF EQUIPMENT

Reconstruction Specifications: See Annex A hereto

Outside Delivery Date: December 31, 1980

Locations of Rebuilder's Plants: Centralia, Illinois

MaComb, Mississippi

| Number of Items | Type of Equipment | Reconstruction Cost per Item | Aggregate Reconstruction Cost |
|-----------------|-------------------------|---------------------------------|----------------------------------|
| 71 | 70 ton 50' Boxcars | 21,340 | \$1,515,140 |
| 28 | 70 ton RBL cars | 23,500 | 658,000 |
| 20 | 100 ton Covered hoppers | 19,155 | 383,100 |
| 12 | 70 ton pulpwood cars | 11,380 | 136,560 |
| | Total | | \$2,692,800 |

ANNEX A TO DESCRIPTION OF EQUIPMENT

Specifications for Reconstruction

The design, quality and component parts of the Equipment as reconstructed will conform to all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any, and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable to railroad equipment of the character of the Equipment (as so reconstructed) as of the date of the Reconstruction Agreement and to the following further specifications:

| 70-Ton 50'-6" Bo Series ICG 56760 | | | g. Built - Pullman Standard 1970 |
|--------------------------------------|---|--|--|
| Body | - | Welded Steel Construction | |
| Underframe | - | Welded Design | |
| Brakes | • | ABD-1012, Auto Slack Adjuster | , Composition Shoes |
| Draft Gear | - | High Capacity 3-1/4" Travel | |
| Doors - Side | • | 10'-0" Sliding Type Centered | on Lat. Center Line of Car |
| Lining - Side Lining - End | - | 3/4" Plywood 3/16" Metal | , - |
| Floors | - | 1-3/4" N.S.F. | • |
| Inside Fixtures | - | 4-DF-2 Belt Rails Extending f Side Post next to corner, lac | |
| Trucks | - | 70 Ton Capacity - Ride Contro travel springs. 6x11 Roller | ol or Barber S-2-C with 3-11/16" Bearings |
| Wheels | - | 33" Diameter - One Wear | |
| Dimensions: | | | |
| Length: | Over End Sills Inside - Betwee Center to Cent | ng Face of Couplerseen End Liningster Bolsters | 50'-8-1/4" 50'-7-1/4" 39'-6" |
| Width: | Over Side Sil | tes 1s een Side Linings | 9'-11-5/8" 9'-11-5/8" 9'-4-1/8" |
| He i ght | Side Door Oper Rail to Top of | ning - Clear f Floor | |
| Estimated Light Cubic Capacity | Weight: | 58,800# 4, 941 | |

| 70-Ton,50'-6" B Series ICG 5910 | | |
|------------------------------------|--|---|
| Body | • | Welded Steel Construction |
| Underframe | - | Welded Design |
| Brakes | - | ABD-1012, Auto Slack Adjuster, Cast Metal Shoes |
| Cushion Underfr | ame- | Pullman Standard Hydroframe 40 |
| Draft Gear | • | High Capacity 3-1/4" Travel |
| Doors - Side | • | 10'-0" Sliding Type Centered on Lat. Center Line of Car |
| Lining - Side Lining - End | - | 3/4" Plywood 3/4" Plywood |
| Floors | - | 1-3/4" N.S.F. |
| Inside Fixtures | - | 4-DF-2 Belt Rails Extending from Door Post to Side Post next to corner, lading strap anchors |
| Trucks | - | 70 Ton Capacity - Ride Control or Barber S-2-C with 3-11/16" travel springs. 6x11 Friction Bearings |
| Wheels | - | 33" Diameter - One Wear |
| Dimensions: | | |
| Length: | Over Strikers. Over End Sills Inside - Betwee Center to Cent | ng Face of Couplers |
| Width: | Over Side Plates | |
| Height | Side Door Oper Rail to Top of | |

64,700# 4,932

Estimated Eight Weight: Cubic Capacity

General Specifications

70 Ton 50'-6" Box-Standard Underframe 1CG Series 562400-562922 (26 Cars)

Orig. built - Pull-Std. - 1967

Body - Welded Steel Construction

Underframe - Welded Design

Brakes - AB-1012 - Auto Slack Adjuster

Draft Gear - High Capacity 3-1/4" Travel

Doors - Side - 10'-0" Sliding Type Centered on Lat. Center Line of Car

Lining - Side - 3/4" Plywood

Lining - End - 3/16" Steel Plate

Floors - 1-3/4" N.S.F.

Inside Fixtures - 4 Belt SL-2

Trucks - 70 Ton Capacity - Ride Control or Barber S-2-C with 3-11/16"

Travel Springs. Roller Bearings.

Wheels - 33" Diameter - One Wear

Dimensions:

 Length:
 Between Pulling Face of Couplers
 .55'-7"

 Over Strikers
 .52'-11-1/2"

 Over Endsills
 .50'-9-5/8"

 Inside - Between End Linings
 .50'-8-5/8"

 Center to Center Bolsters
 .40'-10"

 Truck Wheel Base
 .5'-8"

Width: Over Side Plates..... 9'-11-5/8"

Estimated-Light Weight: 62,700#
Cubic Capacity 4.984

General Specifications

| . 5 | | General Specifications |
|--|--------------------------------|--|
| 70 Ton 50'-6" Box 6 Series 100 590500- | | |
| Body | • | Welded and Riveted Steel Construction |
| Underframe | - | Welded Design |
| Brakes | - | AB-1012 Auto Slack Adjuster, Cast Metal Shoes |
| Cushion Underframe (Hydraulic Unit) | • | Keystone Shock Control 20" Travel |
| Draft Gear | - | High Capacity 3-1/4" Travel |
| Doors - Side | - | 10'-0" Sliding Type Centered on Lat. Center Line of Car |
| Lining - Side Lining - End | - | 3/4" Plywood 3/4" Plywood |
| Floors | - | 2-3/8" N.5.F. |
| Inside Fixtures | - | SL-2 Belts Extending from Door Post to Corner Post |
| Trucks | • | 70 Ton Capacity - Barber S-2-C with 3-11/16" travel springs. Roller Bearings |
| Wheels | - | 33" Diameter - One Wear |
| Dimensions: | | |
| Length: | Over Over Insid Cente | en Pulling Face of Couplers |
| Width: | Over | Side Plates |
| Height: | Side Rail | Door Opening - Clear |
| £ | Rail | to Center Line of Coupler |

Estimated Light Weight: 69,600# Cubic Capacity 4,967

| 70-Ton 50'-8" II Series ICG 1501 | | shion Underframe ars) Orig. Built by G.A.T.X1963 |
|--|----------------------------------|--|
| Body | - | Riveted and Welded Steel Construction |
| Underframe | - | Welded Design |
| Brakes | - | AB-1012, Auto Slack Adjuster, Cast Metal Shoes |
| Cushion Underfr (Hydraulic Un | | Keystone Shock Control - 20" Travel |
| Draft Gear | - | High Capacity 3-1/4" Travel |
| Doors - Side | - | 10'-0" Plug Type Centered on Lat. Center Line of Car |
| Lining - Side Lining - End Lining - Ceilin | - - g- | 3/4" Plywood 3/4" Plywood 1/2" Plywood |
| Floors | - | 2-1/4" Wood Doweloc |
| Insulation Side Insulation Ends Insulation Floo Insulation Ceil | rs- | 3" Fiberglass Trucks 3" Fiberglass 3-1/2" Zero-Lite 4" Fiberglass |
| Inside Fixtures | - | <pre>Interior Bulkheads (Equipco 2-PC.), Side Fillers (Equipco 4-Position)</pre> |
| Trucks | | 70 Ton Capacity - Barber S-2-C with 3-11/16" Travel Springs. Friction Bearings |
| Wheels | - | 33" Diameter - One Wear |
| Dimensions: | | |
| Length: Between pulling Face of Couplers .57'- 9-1/2" Over Strikers .55'-2" Over End Sills .50'-8-1/4" Inside - Between End Linings .50'-1" Center to Center Bolsters .41'-10" Truck Wheel Base .5'-8" | | |
| Width: | Over Side Sill | ses |
| He i ght 🕳 | Side Door Oper Rail to Top of | 9'-10-15/16" ning - Clear |

Estimated Light Weight: Cubic Capacity

82,000# **4,3**60

| • | | GENERAL SPECIFICATIONS |
|--|--|--|
| - 70-Ton 50'-8" In Series ICG 15017 | | |
| Body | - | Riveted and Welded Steel Construction |
| Underframe | | Welded Design |
| Brakes | - | AB-1012, Auto Slack Adjuster, Cast Metal Shoes |
| Cushion Underfra (Hydraulic Uni | | Keystone Shock Control - 20" Travel |
| Draft Gear | - | High Capacity 3-1/4" Travel |
| Doors - Side | - | 10'-0" Plug Type, Staggered, 23" to Right of Car Centerline |
| Lining - Side Lining - End Lining - Ceiling | - - 3- | 3/4" Plywood 3/4" Plywood 1/2" Plywood |
| Floors | - | 2-1/4" Wood Doweloc |
| Insulation Sides Insulation Ends Insulation Floor Insulation Ceili | <u>-</u> rs- | 3" Polyurethane 3" Polyurethane 3-1/2" Polyurethane 4" Polyurethane |
| Inside Fixtures | - | <pre>Interior Bulkheads (Equipco 1 Piece)Side Fillers (Equipco 6 Position)</pre> |
| Trucks | - | 70 Ton Capacity - Barber S-2-C with 3-11/15" Travel Springs. Friction Bearings |
| ₩heels | - / | 33" Diameter - One Wear |
| Dimensions: | | |
| Length: | Over Strikers. Over End Sills Inside - Botwe Center to Cent | g Face of Couplers |
| Width: | Over Side Sill: | 9'-11-5/8" s |
| Height Estimated Light Cubic Capacity | Side Door Open Rail to Top of Rail to Center | 9'-10-15/16" ing - Clear |

| | 4 | • | DEMENTE STEET TOTAL |
|---|---|--|--|
| | 70-Ton 50'-8" In Series ICG 15020 | | shion Underframe ars) Orig. Built by G.A.T.X1963 |
| • | Body | • | Riveted and Welded Steel Construction |
| • | Underframe | - | Welded Design |
| | Brakes | • | AB-1012, Auto Slack Adjuster, Cast Metal Shoes |
| | Cushion Underfra (Hydraulic Un | | Keystone Shock Control - 20" Travel . |
| | Draft Gear | - | High Capacity 3-1/4" Travel |
| | Doors - Side | - | 10'-0" Plug Type Centered on Lat. Center Line of Car |
| | Lining - Side Lining - End Lining - Ceiling | - - g- | 3/4" Plywood 3/4" Plywood 1/2" Plywood |
| | Floors | - | 2-1/4" Wood Doweloc |
| | Insulation Sides Insulation Ends Insulation Floor Insulation Ceil | rs- | 3" Fiberglass 3" Fiberglass 3-1/2" Zero-Lite 4" Fiberglass |
| | Inside Fixtures | • | <pre>Interior Bulkheads (Evans 1-Piece), Side Fillers (Evans 1-Position)</pre> |
| | Trucks | • | 70 Ton Capacity - Barber S-2-C with 3-11/16" Travel Springs. Friction Bearings |
| | Wheels | • | 33" Diameter - One Wear |
| | Dimensions: | | |
| | Length: | Over Strikers. Over End Sills Inside - Betwe Center to Cent | g Face of Couplers |
| | Width: = | Over Side Sill | es |
| | Height | Side Door Open Rail to Top of | 9'-10-15/16" ing - Clear |
| | | | , |

Estimated Light Weight: Cubic Capacity

82,000# 4,281

70-Ton 50'-2" Insulated Box Cushion Underframe Series ICG 150600-150749 (15 Cars) Orig. Built at Centralia-1964 Riveted Steel Construction Body Underframe Welded Design AB-1012 Auto Slack Adjuster, Cast Metal Shoes Brakes Cushion Underframe Keystone Shock Control - 20" Travel (Hydraulic Unit)-Draft Gear High Capacity 3-1/4" Travel Doors - Side 10'-0" Plug Type, Staggered, 20" to Right of Car Centerline 3/4" Plywood Lining - Side 3/4" Plywood Lining - End Lining - Ceiling-1/2" Plywood Floors 2-3/8" Wood Doweloc Insulation Sides-3" Fiberglass 2-1/2" Styrofoam Insulation Ends -3" Dyfoam Insulation Floors-3-1/2" Fiberglass Insulation Ceiling-Inside Fixtures -Interior Bulkheads (Evans 1-Piece)Side Fillers (Evans 6-Position) Trucks 70 Ton Capacity - Barber S-2-C with 3-11/16" Travel Springs. Friction Bearings 33" Diameter - One Wear Wheels Dimensions: Length: Over End Sills......50'-10-1/4" Inside - Between End Linings.....50'-2" Center to Center Bolsters......41'-0" Truck Wheel Base..... 5'-8" Width: Over Side Sills...... 9'-11-5/8" Inside.Between Side Linings..... 9'- 4-19/32" Height =9'-10-15/16" Side Door Opening - Clear..... 9'- 4-1/2" Rail to Top of Floor..... 4'- 0" Rail to Center Line of Coupler.....2'-10-1/2"

Estimated Light Weight:
Cubic Capacity

82,000# 4.665

70-Ton Pulpwood Car Series ICG 822100-822199 (2 Cars)

Orig. Built By Thrall-1966

| Underframe and I | Bulkhead | Welded Design | |
|-----------------------|----------------|--|----|
| Draft Gear | • | High Capacity 3-1/4" Travel | |
| Brakes | • | ABD-1012, Auto Slack Adjuster, Cast Metal Shoes | |
| Decking | | 5/16" Steel | |
| Bulkhead Facing | - | 5/16" Steel | |
| Trucks | | 70-Ton - Barber with 2-1/2" Travel Springs Friction Bearings | |
| Wheels Dimensions: | - | 33" Diameter - One Wear | - |
| lerath: | Retween nullin | a Face of Counlers | 57 |

| Length: | Between pulling Face of Couplers | 54'-7-1/2" |
|---------|----------------------------------|----------------|
| | Over End Sills | |
| | Center to Center Bolsters | 43'-8-1/2" |
| • | Truck Wheel Base | 5'-8" |
| Width: | Over Side Sills | |
| | Over Bulkhead | 9'-3" |
| Height | Rail to Top of Floor at Side | Δ'-0" |
| neigne | Bulkhead at Center Sill | 4'-0" 9'-0" |
| | Bulkhead at Side Sill | |
| | Rail to Top of Bulkhead | 12'-6-1/16" |
| | Rail to Center Line of Coupler | 2'-10-1/2" |

Estimated Light Weight: 55,000# Approx. 33 cord capy. @ 5'-3" lg. logs level full

70-Ton Pulpwood Car **Series** 1CG 821300-821699 (2 Cars)

Orig. Built at Centralia-1964

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| Underframe and Bulkhead | Welded Design |
|-------------------------|---|
| Draft Gear - | High Capacity 3-1/4" Travel |
| Brakes - | AB-1012 Auto Slack Adjuster, Cast Metal Shoes |
| Decking | 5/16" Steel |
| Bulkhead Facing - | 5/16" Steel |
| Trucks | 70-Ton - Ride Control with S-2-A with 2-1/2" Travel Springs |

Friction Bearings

Wheels - 33" Diameter - One Wear

Dimensions:

| Length: | Between pulling Face of Couplers | |
|----------|------------------------------------|-------------|
| | Over End Sills54'-2 |) 11 |
| | Between Bulkheads50'-0 | |
| | Center to Center Bolsters43'-1 | .0" |
| | Truck Wheel Base 5'-8 | } " |
| Width: | Over Side Sills 9'-2 | !-1/2" |
| | Over Sill Steps 9'-2 | |
| | Over Bulkhead9'-2 | |
| Height | Rail to Top of Floor at Side4'-C |)_" |
| 3 | Bulkhead at Center Sill8'-6 | , 11 |
| | . Bulkhead at Side Sill8'-C | |
| | Rail to Top of Bulkhead | |
| | Rail to Center Line of Coupler2'-1 | |

Estimated Light Weight: 55,200#
Approx. 33 cord capy. @ 5'-3" lg. logs level full

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70-Ton Pulpwood Car Series ICG 822200-822349 (7 Cars)

Orig. Built By Magor-1965

Underframe and Bulkhead

Welded Design

Draft Gear

-

High Capacity 3-1/4" Travel

Brakes

-

ABD-1012 Auto Slack Adjuster, Cast Metal Shoes

Decking

5/16" Steel

Bulkhead Facing -

5/16" Stee1

Trucks

70-Ton - Ride Control with 2-1/2" Travel Springs

Friction Bearings

Wheels

33" Diameter - One Wear

Dimensions:

| Length: | Between pulling Face of Couplers | 54'-9" 54'-2-1/8" 50'-0" 43'-10" |
|---------|----------------------------------|---|
| Width: | Over Side Sills | 9'-1" |
| Height | Rail to Top of Floor at Side | |

Estimated Light Weight: 55,000#

Approx. 33 cord capy. @ 5'-3" lg. logs level full

70-Ton Pulpwood Car Series 1CG 822200-822349 (1 Car) Orig. Built By Centralia-1967 Underframe and Bulkhead Welded Design Draft Gear High Capacity 3-1/4" Travel Brakes . AB-1012 Auto Slack Adjuster, Cast Metal Shoes 5/16" Steel Decking 5/16" Steel Bulkhead Facing -Trucks 70-Ton - Ride Control with 2-1/2" Travel Springs: Friction Bearings 33" Diameter - One Wear Wheels Dimensions: Length: Over Strikers.....54'-9" Over End Sills......54'-2" Between Bulkheads......50'-0" Center to Center Bolsters......43'-10" Truck Wheel Base..... 5'-8" Over Side Sills...... 9'-2-1/2" Width: Over Sill Steps...... 9'-2" Over Bulkhead......9'-2" Rail to Top of Floor at Side......4'-0-" Height

Bulkhead at Center Sill.....8'-6" Bulkhead at Side Sill......8'-0" Rail to Center Line of Coupler.....2'-10-1/2"

Estimated Light Weight: 55,300# Approx. 33 cord capy. @ 5'-3" lg. logs level full

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| 100 Ton Covered Series ICG 76430 | | | Original built-Centralia Shop,-1966 |
|-------------------------------------|--|--|-------------------------------------|
| Body | - | Welded Steel Construction | |
| Underframe | • | Welded Design | |
| Brakes | • | Truck Mounted (Wabcopac) | |
| Draft Gear | - | High Capacity 3-1/4" Trav | el |
| Hatches | • | Roof - One 20-3/4" x 48'- | 1-7/16" trough type (6 lids) |
| Hoppers | • | Three (3) Per Car | • |
| Discharge Gates | - | Three (3) 24" x 30" Openi | ngs, Sliding Gravity |
| Trucks | • | 100 Ton Capacity - A-3 St Travei Springs. Roller B Wheel Base - 5'-10" Wheels - 36" Diameter Hydraulic Snubbers - MDA, | earings |
| Dimensions: | | | |
| Length: | Over Strikers. Over Running Bo | s oards | |
| Width: | Over Side Sill Over Side Stake | S | |
| Height | Top of Rail to Top of Rail to Top of Rail to Top of Rail to Top of Rail to | Top of Side Plate Side Sill Center of Coupler Center Plate Discharge Gates (Light Ca | 14'-4-15/16" 14'-0-7/16" |
| Estimated Light Cubic Capacity | Weight: | 67,700# 4,740 | . , |

| 100 Ton Covered Series ICG 75500 | | ·s) | Original Built By G.A.T. | C., 1967 |
|-------------------------------------|--|---|--------------------------|---|
| Body . | - | Welded Steel Construction | | |
| Underframe | - | Welded Design | | |
| Brakes | · - | Truck Mounted (Wabcopac o | r Nycopac) | • |
| rafi Gear | ~ | High Capacity 3-1/4" Trav | el . | |
| atches | - | Roof - One 20" x 44' 0" t | rough type (6 lids) | |
| dppers | - | Three (3) Per Car | | |
| ischarge Gates | • | Three (3) 24" x 48" Openi | ngs, Sliding Gravity | |
| rucks - | - | 100 Ton Capacity - A-3 or Travel Springs, Roller Be Wheel Base - 5'-10" Wheels - 36" Diameter Hydraulic Snubbers - MDA, | - | 11/16" |
| imensions: | Over end plates Over Strikers. Over Running Bo | of Body | 50 52 | ' 8-1/16" '-3" '-6-1/2" |
| Width: | Over Side Sills | S | 9 | '-11-15/16" |
| Height | Top of Rail to Top of Rail to Top of Rail to Top of Rail to Top of Rail to | Top of Running Boards Top of Side Plate Side Sill Center of Coupler Center Plate Discharge Gates (Light Casill to Top of Side Plate | | '-6-3/8" '-7-7/16" '-10-1/2" '-1-3/4" '-11-3/8" |
| stimated Light | _Weight: | 63,900# 4,700 | | . , |

| 100 | Ton | TUV | ered | Hopper | Cars | |
|-----|-----|------|-------|---------|-------|-------|
| Ser | ies | ICC. | 75460 | 00-7046 | 99 (3 | Cars) |

stimated Light Weight:

Original Built-Pullman Standard-1969

| Body | - | Welded Steel Construction |
|------------------------------------|--|--|
| Underfraire | - | Welded Design |
| Brakes | u | ABD 1012, Auto Slack Adjuster, Composition Shoes |
| Draft Gear | • | High Capacity 3-1/4" Travel |
| Hatches | - | Roof - One 24" x 47'-6-3/16" trough type (4 lids) |
| Hoppers | • | Three (3) Per Car |
| Discharge Gates Discharge Gates | | Three (3) 24" x 31-5/8" Openings, Sliding Gravity (3 Cars) Three (3) 24" x 31-5/8" Openings, Sliding Gravity and Pneumatic (1 Car) |
| rucks | - | 100 Ton Capacity - S-2-C Stabilized with 3-11/16" Travel Springs. Wheel Base - 5'-10" Wheels - 36" Diameter Hydraulic Snubbers - MDA, Model D5 |
| Dimensions: | | |
| Length: | Over end plate Over Strikers. Over Running B | |
| Width: | Over Side Sill Over Side Stak | |
| Height | Top of Rail to Top of Rail to Top of Rail to Top of Rail to Top of Rail to | Top of Running Boards |

64,100# 4,740

| 100 Ton Covered Series ICG 76470 | | Original Built By Pull. Std. 1969 |
|-------------------------------------|--|--|
| Body | • | Welded Steel Construction |
| Underframe | - | Welded Design |
| Brakes | - | ABD 1012, Auto Slack Adjuster, Composition Shoes |
| Draft Gear | - | High Capacity 3-1/4" Travel |
| Hatches | - . | Roof - One 24" x 47'-6-3/16" trough type (4 lids) |
| Hoppers | - | Three (3) Per Car |
| Discharge Gates | - | Three (3) 24" x 31-5/8" Openings, Sliding Gravity |
| Trucks | - | 100 Ton Capacity - S-2-C Stabilized with 3-11/16" Travel Springs, Wheel Base - 5'-10" Wheels - 36" Diameter Bearings-6-1/2"x12" Roller Hydraulic Snubbers-MDA Nodel D5 |
| Dimensions: | Over end plate: Over Strikers. Over Running B | of Body |
| Width: | Over Side Sill Over Side Stake | |
| Height | Top of Rail to Top of Rail to Top of Rail to Top of Rail to Top of Rail to | Top of Running Boards. 14'-7-5/16" Top of Side Plate. 14'-0-7/16" Side Sill |
| Estimated Lanht Cubic Capacity | Weight: | 64,100# 4,740 |

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General Specifications

100 Ton Covered Hopper Cars Originally built by Pullman Std. 1964 Series ICG 745200-745299 (1 car) Welded Steel Construction Body Underframe Welded Design High Capacity 3-1/4" Travel Draft Gear AB 1210 Brakes Roof - 10 per car, 30" diameter Hatches Three (3) per car Hoppers Three (3) 24" x 30" openings, sliding gravity Discharge Gates Trucks 100 Ton Capacity - S-2-A stabilized with 2-1/2" Travel Springs, Roller Bearings Wheel Base - 5'-10" Wheels - 36" Diameter Dimensions:

| Length: | Inside of Body Over End Plates | 49'-6-3/4" |
|---------|--|---------------|
| | Over Strikers Over Running Boards | 51 1-2-7 /8" |
| | Center to Center of Bolsters | 40'-6-3/4" |
| Width: | Inside of Body | |
| | Over Side Sills | |
| | Over Side Stakes | |
| | Over Side Plates | 10*-2-1/0 |
| Height: | Top of Rail to Top of Running Boards | 141-7-1/8" |
| • | Top of Rail to Top of Side Plate | 13'-11-11/16" |
| | Top of Rail to Side Sill | 3'-5-11/16" |
| £ . | Top of Rail to Center of Coupler | 2'-10-1/2" |
| • | Top of Rail to Center Plate | |
| • | Top of Rail to Discharge Gates (Light Car) | |
| - | Bottom of Side Sill to Top of Side Plate | 10"-0" |

Estimated Light Weight: 63,700# 4.427 Cubic Capacity

| 100 Ton Covered Series ICG 74530 | | r) Original Built By Pull. Std. 1964 |
|-------------------------------------|--|--|
| Body | • . | Welded Steel Construction |
| Underframe | • | Welded Design |
| Brakes | • | AB 1210, Auto Slack Adjuster, Cast Metal Shoes |
| Draft Gear | - | High Capacity 3-1/4" Travel |
| - Hatches | • | Roof - 10 Per Car, 30" Diameter |
| Hoppers | - | Three (3) Per Car |
| Discharge Gates | - , | Three (3) 24" x 30" Openings, Sliding Gravity |
| Trucks | • | 100 Ton Capacity - S-2-A Stabilized with 2-1/2" Travel Springs, Roller Bearings Wheel Base - 5'-10" Wheels - 36" Diameter Hydraulic Snubbers - MDA, Model D3 |
| Dimensions: | Over end plate Over Strikers. Over Running B | of Body |
| Width: | Over Side Sill Over Side Stak | es |
| Height | Top of Rail to Top of Rail to Top of Rail to Top of Rail to Top of Rail to | Top of Running Boards |
| Estimated Eight Cubic Capacity | Weight: | 63,700# 4,427 |

General Specifications

| 100 Ton Covered Ho Series 1CG 728000- | | | Originally built by Pullman Std. 1963 | |
|--|--|---|--|--|
| Body | • | Welded Stee | 1 Construction | |
| Underframe | - | Welded Design | gn | |
| Draft Gear | - | High Capaci | ty 3-1/4" Travel | |
| Brakes | - | AB 1210, Ca | st Metal Shoes | |
| Hatches | - | Ten Per Car | , 30" Diameter | |
| Hoppers | • | Six Per Car | · | |
| Discharge Gates | - | Six Per Car | , Gravity Pneumatic, 13" x 24" Gravity Opening | |
| Trucks - | | 100 Ton Cap Roller Bear Wheel Base Wheels - 36 | - Š'-10" | |
| Dimensions: | | | | |
| Length: | Inside of Body | | | |
| Width: | Inside of Body | | | |
| Height: | Top of To | of Rail to To of Rail to Si of Rail to Ce of Rail to Ce of Rail to Di | p of Running Boards | |

Estimated Light Weight: 71,300# Cubic Capacity 3,920

| | .100 Ton Covered Series ICG 76560 | | rs) Original built | -Pullman S | tandard-1970 |
|---|--------------------------------------|--|---|----------------|--|
| | Body . | • | Welded Steel Construction | | |
| | Underframe | - | Welded Design | | |
| | Brakes | - | ABD 1012, Auto Slack Adjuster, Compositi | on Shoes | • |
| | Draft Gear | • | High Capacity 3-1/4" Travel . | | |
| | Hatches | - | Roof - 6 Per Car, 30" Diameter | - | |
| | Hoppers | - | Three (3) Per Car | | |
| | Discharge Gates | - | Three (3) 24" x 30" Openings, Sliding Gr | avity | |
| | Trucks | | 100 Ton Capacity - S-2-C Stabilized with Travel Springs. Roller Bearings Wheel Base - 5'-10" Wheels - 36" Diameter Hydraulic Snubbers - MDA, Model D5 | 3-11/16" | |
| | Dimensions: | | | | |
| | Length: | Over end plate: Over Strikers. Over Running Bi | oardser of Bolsters | 54 56 57 | |
| ! | Width: | Over Side Stake | es | 10 |)'-6-15/16" |
| | Height | Top of Rail to Top of Rail to Top of Rail to Top of Rail to Top of Rail to | Top of Running Boards. Top of Side Plate. Side Sill Center of Coupler. Center Plate. Discharge Gates (Light Car). Sill to Top of Side Plate. | | 1'-0-7/16" 1'-11-7/16" 2'-10-1/2" 2'-1-3/4")'-11" |
| | Estimated Light Cubic Capacity | Weight: | 62,700# 4,740 | . | |